

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES		
2. AMENDMENT/MODIFICATION NO.			3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY			CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.		
						9B. DATED (SEE ITEM 11)		
						10A. MODIFICATION OF CONTRACT/ORDER NO.		
						10B. DATED (SEE ITEM 11)		
CODE			FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACCOUNTING AND APPROPRIATION DATA (If required)								
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
	D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)								
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)				
15B. CONTRACTOR/OFFEROR				15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		
15D. DATE SIGNED				16C. DATE SIGNED				
(Signature of person authorized to sign)				(Signature of Contracting Officer)				

**COMPREHENSIVE TECHNICAL AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA AND
THE HELLENIC REPUBLIC**

PREAMBLE

The Government of the United States of America and the Government of the Hellenic Republic (hereinafter referred to as the Parties), having entered into the "Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces" signed June 19, 1951 (hereinafter referred to as the NATO SOFA);

For the purpose of supplementing such Agreement as called for in the "Mutual Defense Cooperation Agreement Between the Government of the United States of America and the Government of the Hellenic Republic," as well as the Annex thereto, signed July 8, 1990 (hereinafter referred to as the MDCA);

For the purpose of complementing the NATO SOFA with respect to the members of the Greek forces performing duties in the United States of America;

Have agreed as follows with regard to the status of United States forces in Greece (Part I) and with regard to the status of members of Greek forces in the United States of America (Part II):

PART I

STATUS OF UNITED STATES FORCES IN GREECE

ARTICLE 1

Definitions

1. Civilian Component

The term "civilian component," as defined in Article I, paragraph 1(b), of the NATO SOFA shall include:

A. Employees of a non-Greek and non-commercial organization who are nationals of, or ordinarily resident in, the United States and who, solely for the purpose of contributing to the welfare, morale, or education of the United States forces, are accompanying those forces in Greece, and non-Greek persons employed by United States contractors directly serving the United States forces in Greece. The number of positions for personnel to be accorded the status of members of the civilian component by virtue of this paragraph shall not exceed those established as of June 1, 1990, without the express consent of the Government of the Hellenic Republic. Such employees shall not be considered as having the status of members of the civilian component for the purposes of Article VIII of the NATO SOFA; and

B. Dependents who are employed by the United States forces or the organizations referred to in paragraph 1.A. above, and in Article 22 of Part I of this Agreement.

2. Dependents

A. For purposes of Part I of this Agreement, the term "dependents" defined in Article I, paragraph 1(c), of the NATO SOFA includes persons from the family of a member of the force, the civilian component, or such member's spouse, who are present in Greece and are financially, legally or for reasons of health dependent upon such member.

B. Should a member of the force or the civilian component die or leave Greece on transfer, the dependents of such member, while such dependents are present in Greece, shall continue to be accorded the status of dependents under the NATO SOFA and Part I of this Agreement for a period of ninety days after such death or transfer. In cases where dependent children are enrolled in education facilities in Greece prior to the member's death or transfer, the member's dependents shall continue to be accorded the status of dependents for a period of ten calendar days after the date of graduation or termination in enrollment.

3. Joint Commission

The term "Joint Commission" shall mean the commission established pursuant to Article V of the MDCA.

ARTICLE 2

Scope

The MDCA and Part I of this Agreement apply to the United States forces, members of the force, and the civilian component serving in United States facilities or on duty in Greece, and their dependents.

ARTICLE 3

Entry and Exit

1. In accordance with current practices and unless otherwise mutually agreed by the Parties, the Hellenic Republic shall not require countersignature of movement orders under Article III, paragraph 2(b), of the NATO SOFA.

2. The Hellenic Republic shall not require visas for entry into or departure from Greece for members of the civilian component or dependents. Greek authorities shall make the annotations required by Greek law in the passports of such persons at the time of arrival.

3. Members of the force, the civilian component and their dependents shall be exempt from registration and control of aliens.

4. Members of the force, members of the civilian component and dependents shall be recognized to have this capacity only upon being officially announced to the Greek authorities, who will issue special identification cards. The standard identification card

issued by United States military authorities shall be accepted as proof of such capacity until the special identification cards are issued by Greek authorities.

5. The military authorities of the United States shall submit quarterly to the Greek Representative a report consisting of the number, composition and location of the United States forces, the civilian component and dependents in Greece.

6. The United States facility, Souda Air Base, Crete, may be used as a point of entry and exit to Greece by United States military aircraft, supplies and associated personnel, in accomplishing missions authorized by the Hellenic Republic.

ARTICLE 4

Criminal Jurisdiction

1. The Hellenic Republic recognizes the particular importance of disciplinary control by the United States military authorities over the members of the force and the effect which such control has upon operational readiness. The competent Greek authorities, in accordance with the provisions of Article VII, paragraph 3(c), of the NATO SOFA and of the MDCA will give expeditious and sympathetic consideration to the waiver of their primary right to exercise criminal jurisdiction. At the request of the U.S. military authorities, such cases will be waived except in cases of particular importance to Greek authorities. In all cases the waiver will be considered granted if, within 45 days from the date on which the request is received by the Joint Commission, the competent Greek authority has not notified the United States military authorities that the request has been rejected, or has not solicited a clarification of the request. In the latter case, the running of the 45-day period is suspended until the clarification is sent through the same channel as the waiver request.

2. In order to permit the United States forces a reasonable opportunity to submit a request for a waiver of criminal jurisdiction, the public prosecutor to whom the case is first referred shall refrain from sending the accused to any criminal trial, until the completion of the procedure provided for in this Article. Until the above-mentioned procedure is completed, the statute of limitation period related to the offense will be suspended.

ARTICLE 5

Official Duty Certificates

1. Whenever, in the course of criminal proceedings against a member of a force or of a civilian component, it becomes necessary to determine whether an offense has arisen out of any act or omission done in the performance of official duty, such determination shall be made in accordance with the law of the sending State. The highest appropriate authority of the United States may submit to the Greek court or authority dealing with the case a certificate thereon. Such certificate will constitute sufficient proof of occurrence on official duty.

2. In exceptional cases of particular importance to the Hellenic Republic, such certificate may, at the request of the Greek court or authority, be made the subject of review through discussions between the Parties.

ARTICLE 6
Custody and Access

1. The provisions of Greek law pertaining to pretrial detention or requiring confinement of the accused shall be discharged until the conclusion of all judicial proceedings by a duly executed certificate of the United States military authorities assuring the appearance of the member of the force or the civilian component before the competent Greek judicial authorities in any proceedings that may require the presence of such person. In the event Greek judicial proceedings are not completed within eighteen months from the date the case is referred to the prosecutorial authorities, the United States military authorities shall be relieved of the obligation under this paragraph to assure the appearance of such person.
2. Any period of time spent in restraint exercised by Greek authorities or custody exercised by United States military authorities shall be credited against any sentence to confinement eventually adjudged.
3. When a member of the force, or the civilian component or a dependent is arrested, detained, or confined by Greek authorities, appropriate consular and military authorities of the United States shall have prompt access to such person.

ARTICLE 7
Confinement and Visitation

1. The Greek authorities shall permit appropriate United States consular and military authorities and family members to visit members of the force, the civilian component, and dependents serving confinement in Greek penal institutions and to provide them with all appropriate assistance.
2. The Hellenic Republic will give favorable consideration to a request by United States authorities for transfer of such persons pursuant to the Convention on the Transfer of Sentenced Persons done at Strasbourg March 21, 1983.

ARTICLE 8
Discipline

United States military authorities shall be responsible for maintenance of discipline over members of the force.

ARTICLE 9
Security

In accordance with Article VII, paragraph 11, of the NATO SOFA, the Hellenic Republic shall exert maximum efforts to ensure within its capabilities the adequate security and

protection of the United States forces, members of the force, the civilian component, and dependents within Greece. In furtherance of this responsibility, Greek authorities shall cooperate closely with United States military authorities to ensure that adequate security is provided and that there is unhindered ingress to and egress from the facilities where the United States forces are located.

ARTICLE 10

Claims

1. Except as otherwise provided in the NATO SOFA, members of the force or the civilian component shall not be subject to judicial proceedings for civil actions arising out of acts or omissions attributable to such persons done in the performance of official duty. Such claims shall be satisfied, settled or adjudicated by Greece, which shall be reimbursed by the United States under the terms of Article VIII, paragraph 5, of the NATO SOFA.
2. For the purposes of this Article and Article VIII of the NATO SOFA, the term "civilian component" shall include civilian employees acting in the performance of official duty assigned by the United States forces, but shall not include employees of contractors or non-commercial organizations.
3. Whenever it becomes necessary to determine whether an act or omission which gave rise to the claim was done in the performance of official duty, such determination shall be made in accordance with the law of the sending State. The highest appropriate authority of the United States may submit to the Greek court or authority dealing with the case a certificate thereon. Such certificate will constitute sufficient proof of occurrence on official duty. In exceptional cases of particular importance to the Hellenic Republic, such certificate may, at the request of the Greek court or authority, be made the subject of review through discussions between the Parties.

ARTICLE 11

Exemptions Regarding Greek Taxes, Customs and Excise Duties

1. The United States forces may import or acquire, in Greek territory, with the exemption from tax provided for NATO country armed forces, the equipment, provisions, supplies and other goods designated for use of the force, its members and the civilian component or for the provisioning of their commissaries, messes and exchanges, exempt from all customs duties, and from the Greek value added tax, excise duties or other taxes.
2. Similarly, the rendering of services in Greek territory for the use of the forces, its members and the civilian component is exempt from the Greek value added tax or taxes which replace it.
3. The acquisition of goods and services in paragraphs 1 and 2 of this Article by the United States forces in European Union countries is not subject to value added tax in Greece.
4. The exemptions provided for in this Article will be made directly, without the necessity of obtaining reimbursement.

ARTICLE 12
Other Exemptions

1. The equipment, provisions, supplies and other goods referred to in this Agreement are exempt from the taxes and other charges which could be imposed after their duty-free or tax-free importation or acquisition.
2. The members of the force or the civilian component, as well as dependents, are exempt from taxes on the salaries or other income gained in the exercise of activities connected with Part I of this Agreement.
3. Members of the force and the civilian component, as well as dependents, shall not be liable to pay any tax or similar charges in Greece on the ownership, possession, use, transfer amongst themselves, or transfer by death of their tangible movable property imported into Greece or acquired there for their own personal use. The private motor vehicles imported pursuant to Article 14 of Part I of this Agreement shall be exempt from Greek circulation taxes, registration or license fees, and similar charges.
4. Vessels and aircraft operated by or for the United States forces are exempt from payment of landing or port fees, navigation or overflight charges, or any other charges, except for charges arising from goods and services requested and received.

ARTICLE 13
Contractors and Subcontractors and their Employees

1. Profits of United States citizens and United States corporate contractors and subcontractors providing activities on behalf of the United States forces are not subject to income tax with respect to the profits derived from projects and jobs performed in said capacity.
2. Persons employed by contractors or subcontractors directly serving the United States forces in Greece are exempt from income tax with respect to salaries and emoluments paid to them, provided that they are not Greek nationals, residents of Greece or nationals of countries not parties to the North Atlantic Treaty.
3. The exemption from duties referred to in Article 11 of Part I of this Agreement shall be applied also to equipment, supplies and other goods imported into Greece by contractors or subcontractors acting on behalf of the United States forces for the construction, improvement, maintenance and operation of the granted facilities, all of which must be used exclusively for the execution of contracts with the United States forces. The exemption provided by this Article will be applied during the execution of the contracts. The subsequent exportation of the aforementioned goods will benefit also from the exemption from duties. The United States forces shall require that their contractors or subcontractors shall be obligated to use the goods imported under the terms of this Article exclusively for the execution of contracts.

ARTICLE 14
Importation of Personal Effects

1. With reference to Article XI, paragraphs 5, 6 and 7 of the NATO SOFA, personal effects, household goods and furniture for the exclusive use of the members of the force and the civilian component may be imported and retained in Greece free of duties, taxes and other charges during the period in which such persons remain in Greece.
2. The subsequent exportation of goods imported under the terms of paragraph 1 of this Article or acquired in Greece for the personal use of the owner is exempt from duties and other charges.
3. With respect to private motor vehicles, the above-mentioned exemptions shall apply to two such private motor vehicles for each member of the force or the civilian component if such member is accompanied by dependents.

ARTICLE 15
Motor Vehicles

1. United States military authorities will register motor vehicles and trailers of the force, members of the force, the civilian component and dependents. Greek authorities shall issue without charge license plates, which shall be indistinguishable from those issued to the Greek population at large.
2. Privately owned motor vehicles and trailers belonging to members of the force, the civilian component and their dependents shall be subject to the Greek legislation concerning compulsory insurance. The United States military authorities shall check and ensure the road-worthiness of the motor vehicles and trailers used by them and issue certificates to that effect.

ARTICLE 16
Permits and Licenses

1. A license or other permit issued to a member of the force or the civilian component by United States military authorities authorizing such person to operate vehicles, vessels or aircraft of the force shall be valid for the operation of such vehicles, vessels or aircraft in Greece.
2. United States military authorities may issue driving licenses for the operation of private motor vehicles by members of the force, the civilian component and dependents if such authorities have determined, in addition to fitness to operate a motor vehicle, that applicants possess adequate knowledge of Greek traffic regulations. In such cases international drivers' licenses shall not be required.

ARTICLE 17
Customs Procedures

1. The Hellenic Republic shall take all appropriate measures to ensure the smooth and rapid

clearing of imports and exports of the force, members of the force, the civilian component and dependents by the Greek customs authorities.

2. Customs inspections under Part I of this Agreement shall be carried out in the facilities where United States forces are located in accordance with procedures mutually agreed between the appropriate Greek authorities and the United States military authorities. Any inspection by Greek customs authorities of personal property of members of the force, the civilian component or dependents shall be conducted in such person's residence when such property is delivered or picked up.

3. United States military authorities shall establish the necessary customs controls at facilities where United States forces are located to prevent abuses of the rights granted under the NATO SOFA and Part I of this Agreement. Individual files regarding the purchase, import, possession, transfer, disposal, losses and export of controlled items shall be maintained by appropriate United States military authorities. Maintenance of such files by United States military authorities shall satisfy requirements under Greek law for recording the movement of such articles.

4. The United States forces will cooperate with Greek authorities in the prevention of violations of the fiscal and customs laws of Greece.

ARTICLE 18

Employment

The employment of Greek nationals will be in accordance with the 1960 Indirect Hire Agreement, or its successor.

ARTICLE 19

Contracting Procedures

1. The United States, in accordance with its laws, may award contracts for the acquisition of articles and services, including construction, in Greece. The United States forces may procure from any source; however, they shall utilize Greek contractors to the maximum extent feasible for the performance of construction projects, when the bid by the Greek contractor is competitive.

2. United States forces may carry out construction works with their own personnel.

3. The Hellenic Republic shall accord to the United States forces treatment in the matter of procurement of goods, services and utilities no less favorable than is accorded to the Greek Armed Forces.

ARTICLE 20

Status of Contractors

United States nationals, firms, corporations, and third country nationals, firms and corporations designated as contractors by the United States forces shall be exempt from the

laws and regulations of the Hellenic Republic, or any political subdivision thereof, with respect to the terms and conditions of their employment and licensing.

ARTICLE 21
Disposition of Property

The United States Government and United States contractors shall retain title to all equipment, materials, supplies, relocatable structures and other movable property imported into or acquired in Greece by or on behalf of the United States forces and not incorporated into real property in Greece. Such property may be removed from Greece. In particular cases, such property may be disposed of in Greece under terms and conditions, including payment of taxes by any purchaser, imposed by Greek authorities.

ARTICLE 22
Military Service Activities

The United States forces may establish exchanges, commissaries, and social, educational and recreational centers for use by members of the force, the civilian component, and dependents. Such organizations and activities are an integral part of the United States forces and benefit from the same fiscal and customs exemptions which are granted to those forces. Items and merchandise to be imported under this Article shall be in reasonable quantities.

ARTICLE 23
Military Post Offices

1. United States forces may establish military post offices for use by the force, members of the force, the civilian component and dependents.
2. Private parcel post items entering or leaving Greece through the military post office of the United States are subject to customs inspection by the Greek authorities at the time of delivery to the addressee or at the time of mailing. United States authorities shall be afforded the opportunity to be present during the conduct of such examination. Any such inspection will be accomplished with due regard to ensuring the preservation of the content of such mail and its prompt delivery.

ARTICLE 24
Military Banks and Financial Institutions

United States military authorities may enter into contracts or other arrangements with financial institutions to maintain and operate military banking facilities or credit unions in Greece for the exclusive use of the United States forces, its members, its civilian component and dependents. These activities shall be maintained and operated under United States military regulations and shall be authorized to maintain bank accounts in the currency of the United States and currency of the Hellenic Republic and to perform all financial transactions in connection therewith.

ARTICLE 25
Telecommunication Systems

1. United States forces shall have the right, after consultation with the Greek authorities and to the extent possible, to operate their own internal telephone, radio, and television broadcasting systems with sufficient coverage to reach the force, members of the force, the civilian component, and dependents, in accordance with the MDCA and the standards of the International Telecommunications Union. In accordance with the above:

a. The United States forces may establish a satellite receiving station for the receipt of television programs which have been broadcast in the United States. Such programs and radio programs from the United States may be rebroadcast to members of the force, the civilian component, and dependents in Greece.

b. The United States forces may set up and operate radio and television receiving apparatus free from charges and fees and without individual licenses.

2. Greece will provide United States forces access to radio spectra.

ARTICLE 26
Implementation and Settlement of Disputes

1. The provisions of the NATO SOFA, the MDCA and Part I of this Agreement shall govern all matters regarding the status of United States forces in Greece, including privileges and immunities. From the date of entry into force of this Agreement, such provisions shall supercede any provision dealing solely with similar status of forces matters in any other bilateral agreement. In the event an issue is not specifically covered by the NATO SOFA, the MDCA, and Part I of this Agreement, at the request of either Party, the Parties shall consult immediately to determine whether any bilateral agreement has a provision that clearly governs such issue. If there is a disagreement on the applicability of a provision of such prior agreement, the Parties shall immediately negotiate to resolve the matter by mutual agreement.

2. Any question or difference which may arise concerning the interpretation or implementation of Part I of this Agreement shall be submitted to the Joint Commission for resolution. Any issue not resolved by the Joint Commission shall be dealt with solely by the two Parties.

PART II

STATUS OF GREEK FORCES IN THE UNITED STATES OF AMERICA

ARTICLE 27

Definitions

In this Part:

1. The term "dependent", as defined in Article I, paragraph 1(c) of the NATO SOFA, shall also include for the purposes of Part II of this Agreement a parent of the member of the force or the civilian component, or of the spouse of such member, who is financially or for reasons of health dependent upon and supported by such a member, who shares the quarters occupied by such a member, and who is recognized as a dependent of such member by the military authorities of the Hellenic Republic.
2. Upon approval by the two governments, other family members may be considered as dependents when warranted by special circumstances.
3. The definition of the term "duty" in Article XI, paragraph 12 of the NATO SOFA shall apply wherever that term is used in Part II of this Agreement in connection with an import or export.

ARTICLE 28

Entry and Exit

1. In accordance with current practices and unless otherwise mutually agreed, the United States Government waives its right under Article III, paragraph 2(b) of the NATO SOFA to require countersignature of movement orders.
2. Subject to the conditions set forth in Article III of the NATO SOFA, members of the Greek forces shall be exempt from passport and visa regulations as well as immigration inspection on entering or leaving the territory of the United States. Members of the Greek forces shall be exempt from registration and control as aliens.
3. The members of the civilian component and the dependents of members of the force and civilian component shall be exempt from registration and control as aliens. United States authorities, and in particular the Office of Defense Cooperation (ODC), will facilitate the issuance of visas under the special procedures applicable for NATO personnel.

ARTICLE 29
Permits and Licenses

1. In accordance with Article IV of the NATO SOFA and as provided in Article 24 of the Geneva Convention of Road Traffic of September 19, 1949, United States authorities shall (a) accept as valid, without a driving test or fee, the driving permit or license issued by a competent authority in the Hellenic Republic to a member of the force, or the civilian component, or a dependent, or (b) issue their own driving permit or license to any member of a force or civilian component who holds a driving permit or license issued by Greek authorities, provided that no driving test shall be required.
2. To facilitate the implementation of Part II of this Agreement, the Office of Defense Cooperation (ODC) shall issue appropriate documentation to verify an individual's entitlement to the rights specified in this Article.
3. The use in the United States of the drivers' license referred to in this Article shall be subject to such temporary or permanent suspensions as may be decided by the United States Government or judicial or administrative authorities as a consequence of traffic violations committed by the licensee.

ARTICLE 30
Criminal Jurisdiction

1. The Government of the United States recognizes the particular importance of disciplinary control by Greek military authorities over the members of the force and the effect which such control has upon operational readiness. In accordance with Article VII of the NATO SOFA, the competent United States authorities will give expeditious and sympathetic consideration to the waiver of their criminal jurisdiction upon request of the Greek forces. The United States Government will assist the Greek forces in expeditious processing of a request for the waiver of jurisdiction. The U.S. Departments of State and Defense will, in all cases, seek a waiver of criminal jurisdiction from the competent United States authorities, except in cases considered to be of particular importance to the United States.
2. Persons subject to Greek military law who are prosecuted under United States jurisdiction will be entitled to have a representative of the Greek Government present during the trial, which will be public except when the court decrees otherwise in accordance with United States law.
3. No member of the Greek forces, civilian component or their dependents, shall be subject to prosecution by United States military courts except in time of war or hostilities.
4. If such persons are detained on a U.S. military installation, they shall be turned over to appropriate United States civil or Greek military authorities as soon as jurisdiction is determined.

ARTICLE 31
Official Duty Certificates

For the purposes of Article VII, paragraph 3(a) of the NATO SOFA and Article 37 of Part II of this Agreement, and in order to verify that an offense arose out of an act or omission done in the performance of official duty, Greek military authorities shall issue certificates which they shall transmit to the appropriate U.S. law enforcement authorities. The certificate shall be considered as prima facie evidence that the alleged offense arose out of an act or omission done in the performance of official duty, unless there is evidence to the contrary. In the event that appropriate authorities have doubts concerning the certificate, it shall, at the request of the Greek authorities, be reviewed by representatives of the U.S. Department of State and the Embassy of the Hellenic Republic in Washington, D.C.

ARTICLE 32
Confinement and Visitation

1. Confinement imposed by a United States federal or state court upon members of the Greek forces, the civilian component or dependents shall be served in U.S. penal institutions unless otherwise agreed.
2. Upon the request of the Government of the Hellenic Republic, the Governments of the United States and the Hellenic Republic shall consult with appropriate penal authorities regarding where the sentence will be served and other matters pertaining to confinement.
3. The United States Government guarantees to the authorities of the Hellenic Republic the right to visit the persons referred to in paragraph 1 of this Article and provide them such material assistance as the authorities of the Hellenic Republic deem appropriate, in accordance with the pertinent state and federal law and prison regulations.
4. Such prison sentences may be served in penal institutions in the Hellenic Republic in accordance with the 1983 Convention on the Transfer of Sentenced Persons.

ARTICLE 33
Taxes

1. With respect to Article IX of the NATO SOFA, the acquisition of goods and services in the United States market by members of the Greek forces or of the civilian component or by dependents for personal purposes shall be subject to applicable United States taxes.
2. Members of the Greek forces and the civilian component, however, shall not be liable to pay any tax to the United States or its local entities on the ownership, possession, transfer amongst themselves or transfer by death of their tangible movable property imported or acquired in the United States for their personal and exclusive use.

ARTICLE 34
Customs Procedures

1. With reference to Article XI, paragraphs 5, 6 and 7 of the NATO SOFA, baggage and effects of members of the Greek forces or civilian component and their immediate families and articles for the personal and family use of members of the Greek forces or the civilian component, may be imported into and retained in the United States without the payment of United States duties. On the occasion of their initial arrival in the United States and during a period of six months thereafter, such property shall, without prejudice to the exemptions provided by this Article, be considered as temporarily imported property. It may only be transferred to persons in the United States entitled to import such property duty free, unless such transfer or use is agreed upon by the appropriate United States authorities. The export of such property shall be exempt from United States duties.

2. Members of the Greek forces or the civilian component may import temporarily free of duty and taxes private motor vehicles for the personal use of themselves and their dependents. Automobiles so imported by members of the Greek forces and the civilian component shall, consistent with U.S. law, be exempt from environmental and safety standards established by U.S. laws and regulations.

ARTICLE 35
Use of United States Facilities

1. The United States may grant to the Greek forces use of military facilities in the United States under such favorable terms and conditions as are permitted by United States laws and regulations.

2. Greek personnel referred to in Article I of the NATO SOFA shall have the right to utilize the military service exchanges, commissaries, health facilities, and cultural and recreational organizations of the United States forces, in the same manner as accorded to comparable personnel of other countries which are parties to the North Atlantic Treaty.

3. The U.S. Department of Defense will provide care to members of the Greek forces and the civilian component and their dependents according to the terms referred to in paragraph 5, Article IX of the NATO SOFA, in Department of Defense medical treatment facilities in the United States, to the same extent that members of the United States forces, the civilian component and their dependents are provided such care by the Greek Government in the Hellenic Republic.

4. United States military authorities shall issue identification documents in the English language to members of the Greek forces and the civilian component and their dependents for entry into authorized U.S. military installations.

ARTICLE 36
Procedures in Case of Death

The remains of members of the Greek forces, the civilian component and dependents who die in the United States may be claimed, given post-mortem examination, embalmed and transported to the Hellenic Republic upon authorization of the appropriate United States authorities. The certificates of death and other required documents will be prepared, in accordance with United States law, by a doctor who certifies death. The United States authorities will have access to any document or proceeding necessary to comply with the provisions established by United States law. Delivery of the remains and post-mortem examination shall, in all cases, be subject to the appropriate U.S. judicial authority if the cadaver is at the disposal of a judge in order to carry out a judicial proceeding.

ARTICLE 37
Claims

1. A member of the Greek forces or civilian component shall not be subject to any proceedings in United States courts for the enforcement of any judgment for civil actions arising out of acts or omissions done in the performance of their official duties, within the scope of Article VIII, paragraph 5 of the NATO SOFA.

2. The United States authorities shall move to dismiss any suit brought in United States courts against members of the Greek forces or civilian component that states a claim within the scope of Article VIII, paragraph 5 of the NATO SOFA.

ARTICLE 38
Other Assistance

U.S. military authorities shall render such assistance as may be feasible in appropriate cases to members of the Greek forces, civilian component and their dependents to secure compliance with judgments, decisions and orders in non-criminal proceedings of United States courts and authorities.

ARTICLE 39
Utilities and Support

1. Within U.S. military installations in the United States, the Greek forces shall have the use of all utilities and utilities services owned or controlled by the U.S. Government. The term "utilities and utilities services" shall include electricity, gas (natural, manufactured, liquefied petroleum, or mixed), water, sewage disposal, steam, compressed air, refuse collection and disposal, custodial services, mechanical refrigeration, and air conditioning. This right shall be exercised in a manner consistent with the operation by the United States Government of its utilities and services.

2. The use of such utilities and services by the Greek forces shall be in accordance with priorities, conditions, and rates or charges no less favorable than those accorded other users in like circumstances.

ARTICLE 40
Members Assigned to the Embassy

In addition to the rights provided under Part II of this Agreement, members of the Greek forces assigned to the Embassy of the Hellenic Republic in Washington, D.C. because of their official duties for functions normally performed in the Embassy and with the consent of the United States Government will receive the privileges and immunities to which they are entitled under the 1961 Vienna Convention on Diplomatic Relations.

PART III

FINAL CLAUSES

ARTICLE 41
Entry into Force and Duration

1. Each of the Parties shall adopt such measures as are necessary for the implementation of the provisions of this Agreement.
2. This Agreement shall enter into force upon an exchange of notes between the Parties indicating that their respective constitutional requirements have been satisfied. This Agreement shall remain in force as long as the MDCA is in force.

DONE in Brussels, this day of June, 2001, in duplicate, in the English and Greek languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE
HELLENIC REPUBLIC:

GREECE
HELLENIC REPUBLIC

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ALSO REFER TO NATO SOFA (TIAS 2846)

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MUTUAL DEFENSE COOPERATION AGREEMENT
BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE
GOVERNMENT OF THE HELLENIC REPUBLIC

PREAMBLE

As an expression of their common desire for an improved defense relationship, the Government of the United States and the Government of the Hellenic Republic are entering into a new defense cooperation agreement guided by the following principles:

The United States and Greece reaffirm their commitment to the purposes and principles of the United Nations Charter, and, in this context, to the exercise of their inherent right of individual and collective self-defense recognized in Article 51 of the Charter;

The United States and Greece reaffirm that their relations and cooperation are based on a common devotion to the principles of freedom, democracy, human rights, justice and social progress;

The United States and Greece confirm their recognition of the fact that their cooperation in the field of defense, as in all other fields, is based on the principles of mutual benefit and full respect for the sovereign equality, independence and interests of the two countries;

The United States and Greece reaffirm their respect for international law including existing treaties of particular relevance to the region, and their resolve to act in accordance with treaties as well as bilateral and multilateral arrangements to which they are both party, including the North Atlantic Treaty and the Helsinki Final Act;

The United States and Greece declare their dedication to the maintenance of peace and their commitment to respect the principle of refraining from actions threatening to peace; reiterate their firm determination mutually to safeguard and protect the security, sovereignty, independence and territorial integrity of their respective countries against actions threatening to

peace, including armed attack or threat thereof; and confirm their resolve to oppose actively and unequivocally any such attempt or action and their commitment to make appropriate major efforts to prevent such a course of action;

The United States and Greece reaffirm their dedication to the principle that international disputes shall be settled through peaceful means; and their continuing firm resolve to contribute actively to the early and just settlement of existing international disputes in the region which particularly concern either Party to this Agreement through peaceful means that accord with the purposes and principles of the United Nations Charter;

The United States and Greece affirm that this Agreement is compatible with their respective constitutions and other laws, their common defense interests and undertakings, their respective national interests and sovereign rights; and that furthermore nothing in this Agreement is intended to harm the relations of either Party with any third country;

And, agree to the following:

ARTICLE I

1. The Government of the Hellenic Republic authorizes the Government of the United States to maintain and operate military and supporting facilities as well as non-contiguous supporting facilities (all hereinafter referred to as the facilities) in Greece and to undertake from such facilities, missions and activities for defense and support purposes in accordance with the provisions of this Agreement. These facilities, missions and activities shall be those identified and described in the Annex to this Agreement.

2. The major items of equipment, arms and ammunition located at the facilities shall be identified to and authorized by the Government of the Hellenic Republic before this Agreement enters into force.

3. Any expansion, change, modernization or replacement of major items of equipment, arms and ammunition, or of the facilities, which will alter the configuration (footprint) or mission capabilities of such facilities shall be subject to the prior approval of the Government of the Hellenic Republic in accordance with the provisions of the Annex to this Agreement.

4. The missions and activities authorized by this Agreement and described in its Annex include the performance of technical operations at the facilities. Such technical operations and related activities shall be consistent with the provisions of this Agreement and shall be manned by United States personnel.

ARTICLE II

1. The status of the United States forces, members of the force, members of the civilian component, and dependents shall be governed by the "Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces" and related bilateral arrangements between the Governments of the United States and the Hellenic Republic.

2. Members of the force, members of the civilian component, and dependents shall be recognized to have this capacity only upon being officially announced to the Greek authorities, who will issue special identification cards signed by the competent Greek authorities. The United States authorities will assist the Greek authorities in maintaining up-to-date lists of United States military and civilian personnel and dependents announced to the Government of the Hellenic Republic.

3. After the closure of the Nea Makri Naval Communications Station Complex, Hellenikon Air Base and the Nodal Communications Sites, the number of United States military personnel in Greece will be reduced significantly.

4. Within thirty days after the entry into force of this Agreement the Parties will meet to review the existing bilateral agreements supplementary to the "Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces." If, after careful review, either Party decides the bilateral agreements must be consolidated and modernized, the Parties will exchange draft texts of a new comprehensive Technical Agreement within thirty days and meet regularly thereafter on an agreed schedule with a view to completion of such negotiations within a period of eighteen months from the date on which such negotiations commence.

ARTICLE III

1. The Government of the Hellenic Republic shall assign Greek personnel to each of the facilities. The senior Greek official so assigned to each facility shall be designated as the Greek Representative. The Greek Representative will exercise command and control of Greek personnel, and the premises used exclusively by them, at each facility. The Greek Representative shall be responsible for liaison and coordination with appropriate Greek authorities to include those responsible for the security of, and maintenance of order on, the perimeter of the facility. The Greek Representative will be responsible to report to the Greek authorities on the

implementation and observance of the provisions of this Agreement relating to the facilities, in recognition of Greek sovereign rights.

2. The Commander of the United States forces at each facility shall exercise command and control over the facility and personnel of the United States assigned thereto, including their equipment and materiel and the premises used by them, and shall provide for the security and safety thereof.

3. The United States flag may be flown within the facilities and shall be displayed in conjunction with the Greek flag. The two flags shall be of equal size and be flown at the same height from identical flagpoles located side by side.

4. Signs outside the facilities shall be in Greek. Signs within the facilities in areas of mutual use shall be in Greek and English as agreed.

5. The Commander of United States forces and the Greek Representative at each facility shall cooperate closely in order to facilitate the implementation of this Agreement. They shall meet at least weekly to exchange information so that they may keep their Governments informed concerning developments affecting the implementation and observance of the provisions of this Agreement relating to the facilities.

6. The Commander of the United States forces and the Greek Representative shall, as required, report through their respective authorities to the Joint Commission established pursuant to Article V of this Agreement, and similarly submit any questions or differences they cannot themselves resolve concerning interpretation or implementation of this Agreement or other associated arrangements to the Joint Commission.

ARTICLE IV

1. In accordance with Greek sovereign rights, the Greek Representative shall have access to all areas of the facilities, with the exception of specifically identified areas dedicated to the conduct of national cryptographic (code) work. Access of the Greek Representative to

classified areas where technical operations and other United States activities are performed shall be on a non-routine basis and in accordance with agreed procedures.

2. The location of national cryptographic rooms and classified areas will be identified in accordance with agreed procedures on the day this Agreement enters into force. Any change thereafter will be as mutually agreed.

ARTICLE V

1. A standing Joint Commission shall deal with and strive to resolve questions or differences which may arise concerning the interpretation and implementation of this Agreement.

2. The Parties agree to work to ensure that the Joint Commission deals effectively and expeditiously with issues brought before it. The Joint Commission shall meet at least once every ninety days.

3. Any issue brought before the Joint Commission and not resolved within sixty days shall be dealt with by the two Governments through established diplomatic channels.

ARTICLE VI

The Parties shall establish a High-Level Consultative Committee which shall meet annually to conduct a comprehensive review of their defense relationship. The Committee shall be composed of appropriately senior officials from the two Governments. Annual meetings shall alternate between Washington and Athens.

ARTICLE VII

1. Either Party may call for formal consultations if a disagreement which has arisen concerning the interpretation, implementation or compliance of either Party with the provisions of this Agreement or its Annex is not resolved through the means established in Articles V and VI.

2. Consultations shall begin immediately. Upon conclusion of these consultations the Parties may, by mutual written agreement, modify any provision of this Agreement or its Annex. Should the Parties be unable to resolve their differences after a period of twelve months, either Party may terminate this Agreement and its Annex effective six months from the date of written notice to the other Party of such termination.

ARTICLE VIII

1. Nothing in this Agreement shall be in derogation of the inherent right of the Government of the Hellenic Republic under international law to take immediately all appropriate restrictive measures required to safeguard its vital national security interests in an emergency.

2. In the event that, in the view of the Government of the Hellenic Republic, such an emergency exists, the appropriate United States and Greek authorities shall immediately enter into communication concerning such measures. This process of communication shall not derogate from the right referred to in paragraph 1.

ARTICLE IX

1. In accordance with the common desire of the Parties to improve their defense relationship through balanced, mutual contributions to their common defense, the Government of the United States shall, consistent with its constitutional procedures, provide defense support to

the Government of the Hellenic Republic to assist in the modernization and enhancement of the capabilities of the Greek Armed Forces. Such United States assistance shall also be guided by the principle set forth in United States law that calls for preserving the balance of military strength in the region.

2. In providing this defense support, the United States shall take into consideration the requirements of the Greek Armed Forces and the desire of the Government of the Hellenic Republic that such assistance be provided on the most favorable terms possible. The United States shall also take into account the Greek defense role in the region as well as the important contribution Greece makes to the bilateral defense relationship by granting authorization to the United States to operate military facilities in Greece.

3. The Parties to this Agreement shall coordinate closely so as to maximize the utility of United States defense support to the Greek Armed Forces modernization program. The Government of the Hellenic Republic will keep the Government of the United States advised of those elements of its rolling five-year development plan that might benefit from United States security assistance. The Government of the United States shall review this information and make recommendations regarding use of available U.S. security assistance to meet the objectives of the Greek Armed Forces. The Government of the Hellenic Republic shall then present its proposals at the annual meetings of the High-Level Consultative Commission established by Article VI of this Agreement, and these proposals shall be reviewed by the Parties. The United States Government's annual security assistance proposals to the Congress shall be based on the mutually agreed recommendations that emerge from these consultations.

ARTICLE X

1. The Governments of the United States and the Hellenic Republic will seek opportunities to cooperate in the research, development, production and procurement of appropriate defense materiel as well as in the related logistic support. Both Parties undertake to encourage joint investment in the aforementioned areas and to devote particular attention to

promoting new cooperative projects and reciprocal procurement of defense materiel. Implementing procedures for the purposes of this Article are found in the 1986 Defense Industrial Cooperation Agreement. As appropriate, the Parties will meet to discuss progress under the above Agreement and to consider possible modifications.

2. The two Governments, considering the relationships between defense capability and economic growth and stability, will exert maximum efforts to develop cooperative economic, industrial, scientific and technological relations between the two countries, including mutually agreed United States technical assistance and, as conditions warrant, other assistance.

ARTICLE XI

1. Procedural and implementing arrangements called for under this Agreement, as well as such other arrangements as the Parties deem necessary for the purposes of, and otherwise consistent with this Agreement, may be addressed by the Parties, through the Joint Commission as appropriate.

2. All terms and conditions relating to the use of facilities under arrangements existing as of the date of entry into force of this Agreement shall, to the extent consistent with this Agreement and its Annex, continue in force until modified or terminated by agreement, through the Joint Commission as appropriate. Previous bilateral arrangements related to the purposes of this Agreement shall be submitted at the initiative of either Party to the Joint Commission for review and mutual consideration.

ARTICLE XII

1. This Agreement shall enter into force on the date the Parties complete an exchange of notes confirming that their respective constitutional requirements have been satisfied, and will remain in force for a term of eight years. The Parties may agree to extend its

validity for one year through an exchange of notes six months prior to the end of the initial term of this Agreement and, if they so agree, each subsequent year.

2. The Government of the United States shall have a period of seventeen months commencing on the initial date of expiration of this Agreement, or of any mutually agreed extension of this Agreement, within which to carry out the withdrawal from Greece of United States personnel, property and equipment present there pursuant to this Agreement. All terms and conditions pursuant to this Agreement shall apply during any extension or withdrawal period.

In Witness whereof, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done in Athens, this eighth day of July, 1990, in duplicate, in the English and Greek languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

[SIGNATURE]

FOR THE GOVERNMENT OF THE
HELLENIC REPUBLIC:

[SIGNATURE]

ANNEX
IN IMPLEMENTATION OF
THE MUTUAL DEFENSE COOPERATION AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE
GOVERNMENT OF THE HELLENIC REPUBLIC

A. General

This Annex, concluded pursuant to the Mutual Defense Cooperation Agreement entered into by the Government of the United States of America and the Government of the Hellenic Republic on July 8, 1990 is an integral part of this Agreement and shall enter into force and remain in force contemporaneously with this Agreement.

B. Article I of the Agreement

1. Consistent with the purposes of this Agreement and pursuant to Article I thereof, the Government of the United States is authorized to maintain and operate the military and supporting facilities as identified below:

- a. Iraklion Communications station Complex, Crete, consisting of: Headquarters, support and operational complex at Gournes; transmitting site at Hani Kokkini; and water facilities at Mallia.
- b. Souda Air Base, Crete, consisting of: Headquarters, support and operational complex (including the naval communications detachment).

c. Nodal Communications Sites, consisting of: Facilities on Mount Pateras, Mount Parnis, and Mount Ederi, and on Lefkas Island.

2. (a) Consistent with the purposes of this Agreement and pursuant to Article I thereof, the Government of the United States is authorized to continue to operate the military and supporting facilities at Hellenikon Air Base until June 30, 1991, the date on which it will close those facilities, pursuant to its decision. The authorized facilities are those currently used by the Government of the United States, as identified below:

-- Headquarters, support and operational complex at Hellenikon Air Base; dependent educational facilities at Vari and Glyfada and child care facility at Sourmena; exchange facilities, including an annex at Kavouri, administrative offices at Argyroupolis and warehouse and open storage areas at Aspropyrgos; commissary facilities, including commissary store at Neos Kosmos, warehousing and cold storage areas at Piraeus and administrative offices at Glyfada; contracting offices at Argyroupolis, and military transportation facilities at Piraeus.

(b) After closure of Hellenikon Air Base, the Government of the United States is authorized by the Government of the Hellenic Republic to maintain in the Athens area, offices which will provide continued contracting, transportation, storage, legal, postal, investigative and other support to remaining United States military forces in Greece. These authorized activities shall be administratively attached to and part of either the Iraklion or Souda Bay facilities, as appropriate, after June 30, 1991. The location of these activities currently includes those identified below and others to be established as mutually agreed:

-- Contracting offices at Argyroupolis, warehouse and open storage areas at Aspropyrgos; military transportation facilities at Piraeus.

3. In the event this Agreement enters into force prior to September 30, 1990, which is the date by which the Government of the United States will complete its withdrawal from the Nea Makri Naval Communications Station Complex, the Government of the Hellenic Republic authorizes the Government of the United States to continue to operate and carry out the missions and activities at Nea Makri as specified in the 1983 Defense and Economic Cooperation Agreement until September 30, 1990.

4. Subsequent to the closure of Hellenikon Air Base and after the establishment of commercial leased circuits necessary to support United States operations, the Government of the United States will close the Nodal Communications Sites identified in paragraph B.1.(c).

5. The Government of the United States is authorized to carry out, at the facilities identified in Paragraph B.1. above, the missions and activities as identified below:

a. Iraklion Communications Station Complex

-- Communications and scientific research and analysis and communication of data.

-- Supporting administrative, communications (intra- and extra-station), including Armed Forces Radio and Television Services, and logistic activities. Television signals will be encoded for exclusive use of United States forces personnel.

-- The Iraklion Communications Station Complex will utilize those frequencies assigned by the Government of the Hellenic Republic in conformity with standard international communications procedures. The Government of the Hellenic Republic will assign adequate frequencies for the mission of the Iraklion Communications Station Complex. Any change of frequencies will be subject to the prior concurrence of the Government of the Hellenic Republic.

b. Souda Air Base

- Operation, maintenance and support of United States maritime patrol and reconnaissance aircraft and limited conduct of technical ground processing.
- Operation, maintenance and support of airlift and logistic support including tanker aircraft.
- Use as a carrier aircraft divert airfield, limited, under normal conditions, to fifteen days per month, taking into account, to the extent possible, official Greek holidays and weekends.
- Storage, maintenance and assembly of pre-positioned mine stockpiles in support of the United States Sixth Fleet.
- Storage and maintenance of conventional munitions.
- Communications, (intra- and extra-station), including Armed Forces Radio and Television Services. The Souda Air Base will utilize those frequencies assigned by the Government of the Hellenic Republic in conformity with standard international communications procedures. The Government of the Hellenic Republic will assign adequate frequencies for the mission of the Souda Air Base. Any change of frequencies will be subject to the prior concurrence of the Government of the Hellenic Republic. Television signals will be encoded for exclusive use of United States forces personnel.
- Supporting administrative and logistic activities.

The above-mentioned reconnaissance aircraft missions, the technical ground processing activity and the operation, maintenance and support of tanker aircraft will be conducted at Souda Air Base as a consequence of the termination of these activities at Hellenikon Air Base pursuant to the decision to close Hellenikon Air Base mentioned in paragraph B.2.(a) of the Annex.

c. Nodal Communications Sites

- Operation and maintenance of tropospheric scatter communications systems and ground-to-air relay communications consisting of voice and data circuits.
- Administrative, communications (including television relay at Ederi) and logistic support.

6. Until closure of its facilities at Hellenikon Air Base by June 30, 1991, the Government of the United States is authorized to carry out from that facility the following missions and activities:

- Operation, maintenance and support of airlift and logistic support, including associated terminal facilities.
- Stationing, operation, maintenance and support of United States liaison aircraft.
- Operation, maintenance and support of reconnaissance aircraft and conduct of technical ground processing.
- Communications, including Armed Forces Radio and (cable) Television Services. The Hellenikon Air Base complex will utilize those frequencies assigned by the Government of the Hellenic Republic in conformity with standard

international communications procedures. The Government of the Hellenic Republic will assign adequate frequencies for the mission of the Hellenikon Air Base complex. Any change of frequencies will be subject to the prior concurrence of the Government of the Hellenic Republic.

-- Administrative and logistic support.

7. (a) Flight activities associated with the facilities shall be in accordance with the Technical Arrangement dated November 17, 1977. Flights of reconnaissance aircraft specified in paragraph B.5.(b) of this Annex will be conducted within the levels authorized as of December 20, 1988. These authorized levels for reconnaissance aircraft will be aggregated on a quarterly basis so as to permit operational flexibility including multiple daily flights. In exercising this flexibility, U.S. forces will coordinate closely with the appropriate Greek authorities so as to ensure the smooth functioning of Souda Air Base. Requests for flights in excess of the authorized levels described above shall be given every consideration by the Government of the Hellenic Republic.

(b) After closure of Hellenikon Air Base and the relocation of some of its activities to Souda Air Base, the Parties anticipate that routine flight activity will be reduced by approximately thirty percent.

8. With reference to Article I, paragraphs 2 and 3 of this Agreement, the term "Major item of equipment" is defined as follows:

-- GENERAL DEFINITION. "Major item of equipment:" a significant operational end item without which operational missions, as stipulated in this Agreement, could not be accomplished. This definition of "major" does not therefore include administrative and logistic support items such as cash registers, office furnishings, typewriters, expendable

supplies, vehicles, etc. Such items are not included under Article I, paragraphs 2 and 3 of this Agreement.

Major items of equipment are sufficiently important so that, pursuant to Article I, paragraph 3 of this Agreement, any "expansion, change, modernization or replacement" ("ECMR") of such items which alter the mission capabilities of the facilities must be subject to the prior approval of the Government of the Hellenic Republic. The corollary to this stipulation is that "ECMR" of such items which does not alter the mission capabilities is permitted without prior approval by the Government of the Hellenic Republic.

-- PROVISION AND UPDATING OF LISTS. Pursuant to Article I, paragraph 2 of this Agreement, the list of major items of equipment will be "identified to and authorized by the Government of the Hellenic Republic before this Agreement enters into force." Subsequently, the United States Commanders will provide the Greek Representatives for their information an annual updated list which will include "ECMR" of major items during the year which did not alter the mission capabilities of the facility involved. Pursuant to Article I, paragraph 3 of this Agreement, "ECMR" which did alter the mission capabilities will have already received the necessary approval by the Government of the Hellenic Republic. The annual updated list will also cover equipment that is moved from one facility to another during the year. Joint inspections by the United States Commander and Greek Representative will be arranged by mutual agreement as required, and in accordance with the provisions of Article IV of this Agreement.

-- DESCRIPTION. Major items of equipment whenever possible will be listed as systems, consisting of components and parts associated with an operational function (for example, "radio system consisting of ____ (number) receivers, ____ amplifiers and ____ antennae"). When such a description is not possible or useful, the listing will be as an individual piece of equipment.

Further identification will be made whenever possible by Federal Stock Number (FSN). When FSNs are not available, identification will be by name and model type.

Cryptographic equipment will not be listed.

Arms and ammunition will be listed in their entirety, and included in the annual updated lists.

9. With reference to Article I, paragraph 3 of this Agreement, annually or as required, the United States will submit through the Joint Commission for approval by the Government of the Hellenic Republic a rolling five-year proposed development plan for projects altering the configuration (footprint) or mission capabilities of United States facilities. The proposed plan will be updated by the United States as necessary to reflect new and modified projects. Greek authorities will notify the United States of their decisions on all projects within ninety days of receipt. The United States will provide Greek authorities with advance notification of the initiation of work on all approved projects.

C. Article II of the Agreement

1. Status of forces arrangements between The United States and Greece shall be implemented in the same manner and spirit with which such arrangements are generally applied by States Party to the North Atlantic Treaty.

2. With respect to the exercise of criminal jurisdiction:

a. The Hellenic Republic recognizes the particular importance of disciplinary control by the United States military authorities over the members of the force and the effect which such control has upon operational readiness. The competent Greek authorities, in accordance with the provisions of Article VII, paragraph 3(c) of the NATO

Status of Forces Agreement, will therefore except in cases they consider of particular importance to them, in conformity with their sovereign discretionary right, give expeditious and favorable consideration to the waiver of their criminal jurisdiction upon request of the United States forces.

b. Requests by the United States authorities for a waiver by Greece of its criminal jurisdiction shall be processed in accordance with the following procedures:

(1) A request shall be presented, within a period of thirty (30) days from the date the United States military authorities become aware of the initiation of criminal proceedings against an accused, to the Joint Commission referred to in Article V of this Agreement.

(2) The request shall be reviewed by the Joint Commission which shall submit a recommendation to the competent Greek authority within fifteen (15) days from the submission of the request.

(3) The competent Greek authority shall make a decision on the request within thirty (30) days of receipt.

(4) If Greek authorities do not waive their jurisdiction, the case will be given preferential treatment to complete the judicial proceedings in the shortest possible time in accordance with Article VII, paragraph 9(a) of the NATO Status of Forces Agreement.

3. With respect to custody of members of the United States forces:

a. The provisions of Greek law pertaining to pretrial detention or requiring confinement of the accused shall be discharged until the conclusion of all judicial

proceedings by a duly executed certificate of the United States military authorities assuring the appearance of the member of the force before the competent Greek judicial authorities in any proceedings that may require the presence of such person.

b. When a member of the force has been convicted by a Greek court and an unsuspended sentence to confinement is adjudged, the United States military authorities shall maintain custody over the accused in Greece until the conclusion of all appellate proceedings.

4. With respect to the definition of civilian component:

a. The term "civilian component" as defined in Article I, paragraph l(b) of the NATO Status of Forces Agreement, which may include dependents, shall also mean employees of a non-Greek and non-commercial organization who are nationals of or ordinarily resident in the United States and who, solely for the purpose of contributing to the welfare, morale or education of the force, are accompanying those forces in Greece, and non-Greek persons employed by United States contractors directly serving the United States forces in Greece. The number of positions for personnel to be accorded the status of members of the civilian component by virtue of this paragraph shall not exceed those established as of June 1, 1990, without the express consent of the Government of the Hellenic Republic. Such personnel shall not be considered as having the status of members of the civilian component for the purpose of Article VIII of the NATO Status of Forces Agreement.

b. Resident documents or work permits shall not be required for the employment of members of the civilian component in connection with the facilities.

5. With respect to labor provisions:

a. For each facility or activity, two schedules of positions shall be established, one for United States personnel and the other for Greek personnel, reflecting the number of positions under each category as of June 1, 1990. Any changes in excess of three percent to the proportionality reflected in these schedules will be mutually agreed upon by the two Governments, except that transfer of personnel positions to Iraklion Communications Station Complex or Souda Air Base, as appropriate, as a result of the closure of Hellenikon Air Base and Nea Makri Naval Communications Station Complex is authorized until June 30, 1991, as an adjustment to the two personnel schedules.

b. Pursuant to Article IX, paragraph 4, of the NATO Status of Forces Agreement, the standards contained in Greek labor legislation regarding conditions of employment and work, in particular wages, supplementary payments and conditions for the protection of employees as applied in the private sector, will be observed with respect to Greek nationals employed in Greece by the United States forces.

6. With respect to personal tax exemptions:

With respect to Article X, and in accordance with Article I, paragraph 2 of the NATO Status of Forces Agreement, members of the force and of the civilian component shall not be liable to pay any tax or similar charges in Greece on the ownership, possession, use, transfer amongst themselves, or transfer by death of their tangible movable property imported into Greece or acquired there for their own personal use. One motor vehicle owned by a member of the force or of the civilian component shall be exempt from Greek circulation taxes, registration or license fees, and similar charges.

7. With respect to contracting:

The United States forces may award contracts to commercial enterprises for services or construction projects in Greece. In accordance with its laws and regulations, the United States forces may procure directly from any source; however, they shall utilize Greek contractors to the maximum extent feasible for the performance of construction projects.

D. Article III of the Agreement

The responsibilities of the appropriate Greek authorities for the security of, and maintenance of order on, the perimeter of the facility stipulated in Article III, paragraph 1 of this Agreement shall be carried out in accordance with agreed procedures. The liaison and coordination responsibilities of the Greek Representative under that Article shall include liaison and coordination with customs, law enforcement, labor, immigration and municipal officials.

E. Article IV of the Agreement

1. The agreed procedures referred to in paragraph 1 of this Article shall include case-by-case authorization by high Greek authority, identification and appropriate clearance of the individual, proper protection of the information gained during access, and twenty-four hours prior notification.

2. The agreed procedures referred to in paragraph 2 of this Article shall consist of identification by the Commander of United States forces at each facility to the Greek Representative of such areas by building, room and category (i.e., cryptographic area or classified area).

F. Article V of the Agreement

1. Both Parties shall designate military and diplomatic representatives to the Joint Commission.

2. In addition to such other functions as may be mutually agreed, the Joint Commission shall receive information from the Greek Representatives and the Commanders of United States forces at the facilities; address any questions or differences concerning interpretation or implementation these officials may submit; and transmit agreed guidance to these officials through the respective Greek and United States chains of command.

In Witness whereof, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done in Athens, this eighth day of July, 1990, in duplicate, in the English and Greek languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE
HELLENIC REPUBLIC:

[SIGNATURE]

[SIGNATURE]